

# EXHIBIT 1

(Addendum, containing specific Exhibit pages referenced in Plaintiff's Opposition to Motion for Summary Judgment (Docket #85) and the accompanying Declaration of Ronald Wilcox (Docket #85-1), but inadvertently omitted from the earlier e-filing)

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

<b>DONNA GARCIA,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	<b>No. 11-01253 EMC</b>
	)	
<b>RESURGENT CAPITAL FINANCIAL</b>	)	
<b>SERVICES, INC., LVNV FUNDING,</b>	)	
<b>LLC, THE BRACHFELD LAW GROUP,</b>	)	
<b>P.C., et al.,</b>	)	
	)	
<b>Defendants.</b>	)	
<hr style="width: 50%; margin-left: 0;"/>	)	

**VOLUME I**

**DEPOSITION OF THE BRACHFELD LAW GROUP, PC'S CORPORATE  
DESIGNEE PURSUANT TO FRCP 30(B)(6)  
(JONATHAN BIRDT, ESQ.)  
Toluca Lake, California  
Tuesday, November 1, 2011**

**REPORTED BY:**

**KRISTIN L. MATTSSEN  
CSR NO. 12897**

**JOB NO.  
68357WIL/A**



1     **APPEARANCES:**

2

3     **FOR THE PLAINTIFF:**

4             **LAW OFFICE OF RONALD WILCOX**

5             **BY:   RONALD WILCOX**

6                 **Attorney at Law**

**(Skype appearance, present until noted)**

7             **- and -**

8             **BY:   PAUL NATHAN**

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**(Skype appearance, present until noted)**

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12     **FOR THE DEFENDANT THE BRACHFELD LAW GROUP, PC:**

13             **THE BRACHFELD LAW GROUP, PC**

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20

21     **FOR THE DEFENDANTS RESURGENT CAPITAL SERVICES, LP,**  
22     **AND LVNV FUNDING, LLC:**

23             **HINSHAW & CULBERTSON LLP**

24             **BY:   DAVID IAN DALBY**

25                 **Attorney at Law**

**(Telephonic appearance, present until noted)**

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**San Francisco, California 94111**

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26

27

28     **Also Present:**

29

30             **BETTY GONZALEZ (Present where noted)**

31

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GARCIA VS. RESURGENT CAPITAL FINANCIAL SERVICES

1           A     Well, I think the problem we have is the  
2     confusion in accounts and the subsequent initiation of  
3     contact by Ms. Garcia wherein she admitted it was her  
4     debt, so certainly we have an unusual fact pattern here,  
5     but I don't believe anything violates our policies or  
6     procedures.

7           Q     I take it these attempts to continue to collect  
8     the debt from Ms. Garcia in November of 2010 were also  
9     consistent with Resurgent's policies?

10          A     I don't know.

11          Q     When attempting to collect in November 2010  
12     from Ms. Garcia, you were doing so for Resurgent; isn't  
13     that correct?

14          A     No.

15          Q     Who were you doing it for?

16          A     It appears LVNV.

17          Q     And where do you see that?

18          A     On the first page of the notes, page -17.

19          Q     So what Bates-stamped page are you on?

20          A     Page -17.

21          Q     So where on page -17 does it show you that  
22     Brachfeld was attempting to collect for LVNV in November  
23     of 2010?

24          A     I believe I've actually redacted out the client  
25     information, and I could unredact the part that says

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GARCIA VS. RESURGENT CAPITAL FINANCIAL SERVICES

1 Garcia?

2 Q There are telephone calls placed by Brachfeld  
3 to the phone No. (707) 263-9309; isn't that right?

4 A There are.

5 Q Are you able to total up those calls on  
6 Bates-stamped pages -26 and -27 and let us know what  
7 your total is?

8 A So you want just phone calls specifically  
9 identified as to that number or calls placed to Donna  
10 Garcia?

11 Q Why don't we first start with the calls placed  
12 to that telephone number.

13 A Okay. I count 38 calls to that phone number in  
14 an attempt to collect the freezer debt.

15 Q And that is between the dates November 24th,  
16 2010, and February 10th, 2011?

17 A Yes.

18 Q Has Brachfeld Law Group spoken to any of the  
19 individuals whose initials are in these notes regarding  
20 these telephone calls placed to the (707) 263-9309  
21 number?

22 A No.

23 Q Do you make some distinction between telephone  
24 calls placed to this telephone number and telephone  
25 calls placed to Ms. Garcia?

# EXHIBIT 2

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UNITED STATES DISTRICT COURT  
DISTRICT OF CALIFORNIA  
SAN JOSÉ DIVISION

DONNA GARCIA,

Plaintiff,

C.A. No.

11-01253 EMC

vs.

RESURGENT CAPITAL FINANCIAL SERVICES, INC.; LVNV  
FUNDING, LLC; THE BRACHFELD LAW GROUP, P.C., ET AL.,

Defendants.

VIDEOTAPED

DEPOSITION OF: JEAN PAUL TORRES

DATE: November 9, 2011

TIME: 11:10 a.m.

LOCATION: A. WILLIAM ROBERTS, JR. & ASSOCIATES  
1200 Woodruff Road, Suite A-3  
Greenville, South Carolina

TAKEN BY: Counsel for Plaintiff

REPORTED BY: KATHY P. TAYLOR,  
Registered Professional Reporter

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A. WILLIAM ROBERTS, JR. & ASSOCIATES

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1 APPEARANCES OF COUNSEL  
2 ATTORNEYS FOR PLAINTIFF

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13 (Index at rear of transcript)

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25

1           A.    Per our policies, it was supposed to be  
2   forwarded.  If it has, it should be attached to our  
3   exhibits, but I can't recall at the moment.

4           Q.    Did you review the computer system before  
5   coming here today to see if this letter was forwarded  
6   to Resurgent Capital?

7           A.    I did review our system, and I did look at  
8   all the letters, but I can't remember if this  
9   particular one was or was not forwarded.

10          Q.    In your review of the system, did you  
11   identify letters that were forwarded to Resurgent by  
12   the various collection agencies that have handled  
13   this account?

14          A.    Yes.

15          Q.    Which letters were forwarded to Resurgent?

16          A.    There was a letter from a collection  
17   agency, Academy, and Brachfeld, that I can currently  
18   recall.

19          Q.    And where did you find that information?

20          A.    That information was stored in our imaging  
21   system called OnBase.

22          Q.    So were the actual letters present in  
23   OnBase?

24          A.    Yes.  There were numerous letters in  
25   OnBase.

1 A. No.

2 Q. I take it, then, you didn't speak with him  
3 personally?

4 A. No. I did not.

5 Q. There was a reference back on Exhibit 1,  
6 R-72, to an AMCS. What is that?

7 A. AMCS is the name of the system where this  
8 information is housed.

9 Q. When -- when Resurgent placed this LVNV  
10 Funding account with Brachfeld, what information did  
11 Resurgent provide the Brachfeld office?

12 A. The consumer name, address, account  
13 information, balances, the type of account, things  
14 like that.

15 Q. Did Resurgent provide to Brachfeld these  
16 letters that had been received from Ms. Garcia that  
17 appear in Resurgent's OnBase system?

18 A. Yes. Those letters are -- would have been  
19 forwarded to Brachfeld Law Group.

20 Q. Okay. So I take it the Sears, CitiCard,  
21 and Academy Collections cease-and-desist letters that  
22 Ms. Garcia would have all been transferred to  
23 Brachfeld when Resurgent gave Brachfeld the account?

24 A. Well, those -- I believe those letters were  
25 sent or received after Brachfeld had the account, and

1 then they were forwarded at the time of receipt.

2 Q. Okay. Let's take a look back at Exhibit,  
3 R-72. It's my understanding that on October 19th,  
4 '06, and October 25th, '06, is when Resurgent noted  
5 the Sears, CitiCard, and Academy Collections  
6 cease-and-desist letters. Is that right?

7 A. Correct. I believe so, yes.

8 Q. All right. So when did Resurgent give  
9 Brachfeld the account?

10 A. I believe it was in September or October  
11 of '06. I don't remember the exact date.

12 Q. I see. Okay. And I think just to clarify  
13 things, make the record clear, the notation on  
14 Exhibit 1, R-72, on October 25th, 2006, where it  
15 says: Outside and legal written in cease and desist  
16 received, that would have been a cease and desist  
17 Resurgent received from Brachfeld, right?

18 A. That is correct.

19 Q. Okay. So at some point before  
20 October 25th, '06, Resurgent would have transferred  
21 this LVNV account to Brachfeld.

22 A. That is correct.

23 Q. And at that time, the cease-and-desist  
24 letters that were noted on October 19th, '06, at 1:20  
25 p.m. and 12:14 p.m. would have been sent to Brachfeld

1 by Resurgent, as well.

2 A. Yes.

3 Q. And we believe those to be the Sears,  
4 CitiCard, and Academy Collections cease-and-desist  
5 letters.

6 A. Yes. That is correct.

7 Q. Does Resurgent sue on time-barred debts?

8 A. Resurgent doesn't sue anybody, sir.

9 Q. Does LVNV sue on time-barred debts?

10 A. I really don't understand what you mean by  
11 "time-barred debts".

12 Q. Sure. Does L -- well, let's back up a  
13 moment.

14 Does LVNV use Brachfeld to bring lawsuits  
15 in California to attempt to collect charged-off  
16 consumer debts?

17 A. Yes.

18 Q. Does LVNV currently still use Brachfeld in  
19 California to bring lawsuits to try to collect  
20 charged-off consumer debts?

21 A. Yes.

22 Q. Does Resurgent have any policy whereby it  
23 instructs Brachfeld not to sue on LVNV debts that are  
24 past their four-year statute of limitations in  
25 California?